

#26

AMENDMENT OFFERED BY MR. GEORGE MILLER
OF CALIFORNIA
TO THE AMENDMENT IN THE NATURE OF A
SUBSTITUTE
OFFERED BY MR. GOODLING

Page II-52, line 2, strike the closing quotation mark
and second period.

Page II-52, add after line 2 the following:

1 SEC. 202. PRIVACY FOR STUDENTS.

2 Title XIV of the Elementary and Secondary Edu-
3 cation Act of 1965, as proposed to be amended by title
4 VI of this Act, is amended by inserting after section 14518
5 the following:

6 "SEC. 14619. PRIVACY FOR STUDENTS.

7 "(a) IN GENERAL.—No State educational agency or
8 local educational agency that receives funds under this Act
9 may enter into an agreement, or allow a school under its
10 supervision to enter into an agreement, with any person
11 or entity that allows such person or entity to monitor,
12 gather, or obtain information used to advertise, sell, or
13 develop a product from any student under 18 years of age
14 unless such agreement requires the written permission of
15 the parent of such student prior to monitoring, gathering,
16 or obtaining such information.

1 “(b) NATURE OF INFORMATION COLLECTED.—Be-
2 fore a school, local educational agency, or State edu-
3 cational agency, as the case may be, enters into an agree-
4 ment to allow a person or entity to monitor, gather, or
5 obtain information used to advertise, sell, or develop a
6 product from any student under 18 years, the school,
7 agency, or State shall ascertain the nature of the informa-
8 tion to be collected, how the information will be used, if
9 the information will be sold, distributed, or transferred to
10 any person or entity, and the amount of class time, if any,
11 that will be consumed by such activity.

12 “(c) CONSENT FORM.—The written permission re-
13 quired by subsection (a) shall clearly disclose to the parent
14 the nature of the agreement between a school, local edu-
15 cational agency, or State educational agency, as the case
16 may be, and the person or entity, including—

17 “(1) the dollar amount of any consideration
18 paid under the agreement;

19 “(2) the nature of the information to be gath-
20 ered;

21 “(3) how the information will be used;

22 “(4) whether the information will be sold, dis-
23 tributed, or transferred to any other entity; and

24 “(5) the amount of class time, if any, that will
25 be consumed by such activity.

1 “(d) ~~EXCEPTIONS.—~~This section shall not apply to-

2 “(1) ~~the~~ recruitment activities of any institution
3 of higher education, as such term is defined in sec-
4 tion 102 of ~~the~~ Higher Education Act of 1965;

5 “(2) the development and administration of
6 tests and assessments used by elementary and sec-
7 ondary schools to ~~provide~~ cognitive, evaluative, diag-
8 nostic, aptitude, or ~~achievement~~ information about
9 students (or for normalizing data), and the subse-
10 quent analysis and public release of aggregate data,
11 if -

12 “(A) the information is not used to sell,
13 advertise, or develop another product; and

14 “(B) the ~~tests~~ are conducted in accordance
15 with applicable Federal, State, and local poli-
16 cies;

17 “(3) the ~~development~~ and administration of
18 educational ~~curriculum~~ and instructional materials
19 used by elementary and secondary schools to teach
20 core academic subjects, if-

21 “(A) the information is not used to sell,
22 advertise, or develop another product; and

23 “(B) the ~~curriculum~~ and instructional ma-
24 terials are used in accordance ~~with~~ applicable
25 Federal, State, and local policies; or

1 “(4) contact information collected from a stu-
2 dent that is used only to respond directly to a spe-
3 cific request from the student for a transaction, if
4 the information—

5 “(A) is not used for any purpose other
6 than as required in order to effect the trans-
7 action with the student; and

8 “(B) is not used to recontact the student
9 in order to advertise, sell, or develop any other
10 product or service to the student.”.